

# Exhibit E

## ELLIOT S! MAGGIN

March 4 2011

RE: Archie v Penders

I understand that, consistent with my permission, I have been named by counsel for the defendant as a potential witness in the pending dispute between Archie Comics and Kenneth W Penders II. I would like to take a moment to clarify my position with regard to Mr Penders' history and my position with regard to the comics industry.

I am a freelance writer and have been since 1968. I have written and had published several hundred comic book stories during the period from 1970 through roughly 2000, including a long run (1971-1986) as principal writer of *Superman* for DC Comics, and an editor for several publishers. I have written one comic book issue for Archie, *Super Teens #1* in the early 1990s at the request, I believe, of Archie editor Scott Fulop. With regard to that one job I did for Archie, I do not recall ever having executed a work contract for it, but the fact that it exists and was published is a matter of easily accessible public record.

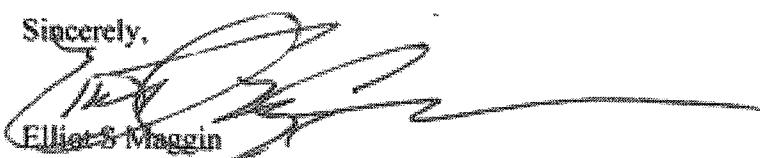
As an editor at three comic book companies I employed Mr Penders' services as an artist on a contract basis. These companies were DC Comics in New York, and the two short-lived publishers TSR Inc and Reoccurring Images Inc. The latter two companies operated out of Los Angeles in the early and mid- 1990's.

It was my practice with all three of these publishers to issue a standard contract for each individual job to a freelance writer or artist on a piece-work basis. Unless a creator had a longer-term multi-publication contract – and these were always negotiated and issued by another person in the company through a specialized department – each writer, penciler, inker, letterer and colorist for each published story had a contract signed and in hand to formalize his or her work before the work was completed and accepted. Occasionally I might send multiple copies of a standard contract form to a creator for each story of a particular series, and the creator would return an executed copy either before or with the finished work. This has been the standard practice in the comics industry as I have experienced it since 1978.

Mr Penders always executed such an individual contract for each job every time I gave him an assignment. His work was and continues to be complete, professional and meticulous, as are his administrative responsibilities.

I hope this served to illuminate my possible contributions to this case.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliot S. Maggin".